

## LABOUR AND EMPLOYMENT DEPARTMENT.

The 10th July, 1972

No. 7240-ASO-Lab-72/29707.—Whereas in the opinion of the State Government, the provident fund rules of the Bharat Steel Tubes Limited, Ganaur, district Rohtak with respect to the rates of contribution are not less favourable than those specified in section 6 of the Employees' Provident Fund Act, 1952, and the employees are also in enjoyment of other provident fund benefits which on the whole are not less favourable to the employees than the benefits provided under the Act or any Scheme in relation to the employees in any other establishment of a similar character ;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the Employees' Provident Fund Act, 1952, read with the Government of India, Ministry of Labour, notification No. S.O. 1236, dated the 20th June, 1958, the Governor of Haryana hereby exempts M/s Bharat Steel Tubes Limited, Ganaur, district Rohtak from the operation of the provisions of the Employees' Provident Fund Scheme, 1952 subject to the conditions specified in the Schedule.

## SCHEDULE

## CONDITIONS OF EXEMPTION

1. The employer shall pay to the Regional Provident Fund Commissioner, such inspection charges as the Central Government may fix from time to time failing which damages shall be paid at such rate not exceeding twenty-five per cent of the amount due as may be fixed by the Haryana Government from time to time. The employer shall also submit such returns every month as may be prescribed by the Central Government.

2. All the expenses involved in the administration of the Fund including the maintenance of accounts and returns, transfer of accumulations and payment of inspection charges shall be borne by the employer.

3. The amount of inspection charges shall be rounded off to the nearest 5 paise, i.e., 2.5 paise or more counted as 5 paise and any amount less than 2.5 paise shall be ignored.

4. The establishment, shall whenever the Commissioner or any other officer authorised in this behalf or an Inspector so requests either in person or in writing produce such records before the Commissioner, Officer or the Inspector, as the case may be for his inspection.

5. The Provident Fund shall vest in a Board of Trustees and there shall be a valid instrument in writing, which adequately safeguards the interests of the employees and such instrument shall be duly registered under section 5 of the Indian Trusts Act, 1882. Such Board of Trustees shall consist of an equal number of representatives of the employees and the employer and all questions before the Board shall be decided by a majority of votes.

6. The employer shall make all investment of provident fund accumulations in Central Government securities etc. as advised from time to time by the Haryana Government.

7. The Provident Fund Rules of the factory shall not be amended except with the previous approval of the Regional Commissioner. Also any amendment in the Employees' Provident Funds Act and scheme framed thereunder will automatically apply to their Provident Fund Rules.

8. The exemption granted by this notification may be withdrawn for breach of any of the conditions or for any other sufficient cause which may be considered appropriate.

B. L. AHUJA, Secy.

## LABOUR DEPARTMENT

The 12th July, 1972

No. 7590-4-Lab-72/29825.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Deputy Labour Commissioner and Sole Arbitrator, Haryana, Chandigarh, in respect of the dispute between the workmen and the management of M/s A. Bali and Company, Bahadurgarh.

BEFORE SHRI M. K. JAIN, H.L.S., DEPUTY LABOUR COMMISSIONER, HARYANA AND ARBITRATOR

*between*

M/S. A. BALI AND COMPANY, BAHADURGARH AND THEIR WORKMEN

Present :—

1. Shri Bali Gupta, Employer
2. Shri G. P. Arora, Manager

} On behalf of the management

3. Shri Rajinder Singh, President
4. Shri Chander Singh, General Secretary, Bahadurgarh Potteries and General Labour Union, Bahadurgarh.

} On behalf of the workmen

## AWARD

*Vide* Haryana Government notification No. ID/RK/202/72/249829, dated 3rd July, 1972, I was appointed as an Arbitrator by the parties to arbitrators on the Demand Notice, dated 16th June, 1972 served the workmen of M/s A. Bali and Company, Bahadurgarh through Bahadurgarh Potteries and General Labour Union, Bahadurgarh upon the management of the establishment.

2. The parties appeared before me on 4th July, 1972 and made a statement that a settlement dated 30th June, 1972 has been reached between them as a result of mutual discussions. They also submitted a copy of the said settlement and requested that the award may be given in terms of the same. I accordingly give my award in terms of the settlement dated 30th June, 1972, copy enclosed.

3. This award is hereby submitted to the Government under section 10A(4) of the Industrial Disputes Act, 1947.

M. K. JAIN,

Dated 4th July, 1972.

Deputy Labour Commissioner and  
Arbitrator.

## Memorandum of Settlement

Name of Parties	.. The management of M/s A. Bali and Company, Bahadurgarh and its workmen
Representing the employers	.. 1. Shri Bali Gupta, Proprietor 2. Shri G.P. Arora, Manager
Representing the workmen	.. 1. Shri Rajinder Singh Dahiya, President 2. Shri Chander Singh Joon, General Secretary, Bahadurgarh Potteries and General Labour Union, Bahadurgarh, District Rohtak

## Short Recital of the Case

The Union on behalf of the workmen raised an industrial dispute, — *vide* demand notice dated 6th June, 1972 and consequently Shri M.K. Jain, Deputy Labour Commissioner, Haryana, Chandigarh was appointed sole Arbitrator by the parties, — *vide* their agreement dated 16th June, 1972. However, after the abovesaid agreement the parties as a result of mutual discussion with a view to maintain harmonious industrial relations have settled down the dispute on the following terms and conditions :—

1. All the workmen employed at present would be paid bonus for the year 1971-72 at the rate of 8 per cent of the wages earned by the workmen during the said financial year as per provisions of the Payment of Bonus Act, 1965. The payment of bonus for the year would be made within three days before Dewali. The bonus for the years 1972-73 to 1976-77 shall be paid in accordance with the provisions of the Bonus Act, 1965.

2. All the workmen should be issued uniform consisting of one Pajama and one shirt of Malassia cloth in August every year. Uniform would be supplied to those workers who actually work 240 days in a year. This uniform would be supplied to the present eligible workers in August, 1972. One pair of shoes shall be supplied to those workmen only who perform their duties on furnace (bhatti) and the principle agreed for supply of uniforms would also be applicable in regard to supply of shoes.

3. The workmen do not press the demand for fixation of grade and scale of pay, in view of the offer of the management to grant annual increment at the rate of 4 per cent of the wages drawn by them. The increment shall be given in the month of April each year. It shall also satisfy the demand No. 5 of the Demand Notice of the workers regarding Dearness Allowance.

4. The workmen would be provided housing accommodation or paid house-rent allowance on the following rates w.e.f. 1st July, 1972 to such workers who have completed 240 days work. The workmen who have put in 240 days continuous service in future would also be allowed housing accommodation or house-rent allowance:—

(a) Workmen drawing their salary up to Rs 150 shall be paid Rs 7 per mensem.

(b) Workmen drawing their salary at Rs 151 and above shall be paid Rs 10 per mensem.

5. The workmen shall be paid Re 1 per month as washing allowance besides Rs 3 shall be paid to the workers employed on machines, in the Copper Department as oil allowance every month. However, casual workers and helpers would not be entitled to this benefit. The demand for supply of Gur is, however, withdrawn by the workmen.

6. All the workmen would be issued attendance card with effect from 1st August, 1972.

7. The demand Nos. (7) (ii) and (8) would be complied with by the management in accordance with the provision of law.

Further, with a view to maintain harmonious industrial relation between the management and the workmen in future and also to ensure proper production and discipline in the factory, the following settlement has been arrived at between the parties :—

(a) The management and the workmen hereby agree to bind themselves to terms and conditions of the service as are in Annexure "A" (Standing Order) to this settlement which shall always be deemed to be part and parcel of this settlement. The Standing Order shall be binding to all the present and future employees. It is provided further that if there is anything inconsistent in the Standing Order with the main terms of the settlement, the latter shall be applicable and not the former. The terms and conditions of the agreement shall be binding on the present and future employees.

(b) It is agreed that for resolving all the industrial disputes, including such disputes as may be covered under Section 2-A of the Industrial Dispute Act, between the Management and the workmen from time to time, a Settlement Board consisting of the following shall be constituted:—

(1) Chairman .. The employer himself shall be the Chairman of the abovesaid Board

(2) Workmen representatives Sarvshri Rajinder Singh Dahiya, President and Chander Singh Joon, General Secretary of the Bahadurgarh Potteries and General Labour Union, Bahadurgarh.

(3) Two members on behalf of the management to be nominated by the employer himself from time to time.

This board shall take all the industrial disputes referred to it immediately and find out a solution for a settlement within one month. If, however, no settlement is reached at the level of the Settlement Board, then the matter in dispute shall be referred to the Arbitration of Shri Bali Gupta and Shri Rajinder Singh Dahiya, or any person mutually nominated by them, whose decision shall be final and binding on both the parties.

(c) This settlement shall be binding upon the management and its workmen for a period of 5 years ending 30th June, 1977, and during the period of this settlement the workmen shall not raise any demand against the management involving any financial liability. This has been done in the mutual interest of the industry as well as the workmen with goodwill.

Dated 30th June, 1972.

(Sd.)  
Signature of the Representative  
of the workmen.

(Sd.)  
Signature of the Representative  
of the management.

(Sd.)  
Witness No. 1 (Sd.)

Witness No. 2 (Sd.)

#### STANDING ORDERS IN RESPECT OF M/S A. BALI AND COMPANY, BAHADURGARH (HARYANA)

1. *Commencement.*—These standing orders shall come into force with effect from 1st July, 1972 and shall apply to all workmen employed by M/s A. Bali & Company provided that the employer may frame different sets of standing orders for different categories of workmen.

2. *Definitions.* In these standing orders unless the context otherwise requires.

(a) "Company" means M/s A. Bali & Company, Bahadurgarh.

(b) "Manager" means the person designated as such and where the establishment is covered under the Factories Act, 1948, the person whose name has been notified to the Chief Inspector of Factories, Haryana under section 7 of the said Act and shall include the acting Manager when the Manager is absent provided he is duly authorised to act as such by the company.

(c) "workmen" means a workman as defined in Section 2(i) of the Industrial Employment (Standing Orders) Act, 1946.

(d) "Season" means the period or periods of each year during which the principal operation of a seasonal undertaking is carried on.

- (e) "notice" means a notice in writing required to be given or to be posted for the purpose of these standing orders ;
- (f) "notice-board" means the notice-board maintained in a conspicuous place at or near the main entrance of the works building for the purposes of displaying notices required to be pasted or affixed under the provisions of these standing orders and includes in the case of employees working in a particular department of the works, the notice-board maintained in such department or departments.
- (g) "muster roll" means all registers wherein the attendance of the workmen is marked and maintained under any of the Labour Laws ;
- (h) "medical Certificate" means a Certificate granted by a Registered Medical Practitioner or E.S.I. Dispensary;
- (i) Words importing the masculine gender shall include the feminine gender, except where expressly mentioned otherwise ; and
- (j) Words importing the singular number shall include the plural number and vice versa.

3. *Classification of workmen.*—The workmen shall be classified as under :—

- (a) permanent ;
  - (b) probationers ;
  - (c) temporary ;
  - (d) Badli or substitutes ;
  - (e) casual ;
  - (f) apprentice
- (a) A 'permanent workman, is a workman, who has been engaged on a permanent basis and includes any person engaged against a permanent post and confirmed as such in accordance with the clause (b) below.
  - (b) A "Probationer" is a workman who is provisionally employed to fill vacancy in a permanent post and has not been confirmed as permanent. The period of probation in no case shall exceed beyond one year and if the workman continues in employment thereafter he shall become automatically permanent. The management can, however, terminate his services at any time during the time of probation.
  - (iv) If a permanent workman is employed as a probationer in a new post or a vacancy and his work during probation is not found satisfactory, he may at any time during the probationary period be reverted to his substantive post and shall not lose his lien on his permanent post on this account.
  - (c) A 'temporary workman' is a workman who has been engaged for a work which is of an essentially temporary nature.
  - (d) A 'Badli' or 'substitute' workman is a workman who has been appointed in the post of permanent workman or a probationer, who is temporarily absent.
  - (e) A 'casual workman' is a workman who is employed for work of a casual nature.
  - (f) An 'apprentice' is a learner who is engaged for training in a job, trade or craft, irrespective of his being paid an allowance or not for the training and of the understanding of his subsequent absorption in the establishment.

4. *Appointment letter.*—Every workman shall be given an appointment letter.

5. *Attendance cards and muster rolls.*—(1) The name of every workman shall be entered on the muster roll clearly indicating the classification to which he belongs.

(2) Every workman shall be given an attendance card which shall contain his particulars.

(3) If a workman loses his attendance card, it shall be replaced on application and payment of a sum of twenty-five paise.

6. *Requirement to enter the premises by certain gates and liability to be searched.*—(1) No workman shall enter or leave the premises of the establishment except by the gate or gates appointed for the purpose and clearly marked 'Entrance or Exit'.

(2) A workman who is off his duty, has resigned, or has been discharged, suspended or declared by a competent medical authority to be suffering from a contagious or infectious disease shall immediately leave the premises of the establishment and shall not enter any part of it except for *bona fide* purposes and with the express written permission of the Manager.

(3) All workmen shall be liable to search with due dignity both at the time of entry and exist at the main entrance by a person of the same sex authorised by the Manager in this behalf and in the presence of a co-workman if readily available.

7. *Publication of working hours and periods of work.*—The periods and hours of work for all classes of workmen in each shift shall be exhibited in English and Hindi on the notice-boards maintained at or near the entrance to the establishment and at the Time-keeper's Office, if any.

8. *Publication of holidays and pay days.*—Notices specifying (a) the days observed by the establishment as holidays and (b) pay days, in English and Hindi, shall be displayed on the notice-boards maintained at or near the entrance of the establishment and at the imek-keeper's Office, if any.

9. *Publication of wage rates.*—Notices specifying the rates of wages payable to all classes of workmen and for all categories work shall be displayed on the said notice-board.

10. *Shift working.*—More than one shift may be worked in a Department or Departments or any section of a department of the establishment at the discretion of the employer. If more than one shift is worked the workmen shall be liable to be transferred from one shift to another.

If as a result of the discontinuance of the shift working any workmen are to be retrenched such as trenchment shall be affected in accordance with the provisions of the Industrial Disputes Act, 1947 (Act XIV re 1947) and the rules made thereunder.

If shift working is restarted, the workmen shall be given notice and re-employed in accordance with the provisions of the said Industiral Disputes Act and Rules.

*Note.* —The shift working shall be arranged in such a manner of rotation that no workman shall be permanently in the night shift.

11. *Attendance and late coming.*—All workmen shall be at work in the establishment at the time fixed and notified. Employees attending late by more than five minutes of the starting time may, at the discretion of the management, be shut or allowed to resume work and shall be liable to the deductions provided for in the payment of Wages Act, 1936, and the rules made thereunder. Habitual late attendance shall be treated as misconduct.

12. *Absence.*—(a) Any workman, who after presenting his ticket, attendance card or token or after clocking in, is found to be absent from his proper place of duty during working hours without permission or without any such reasons as may be beyond his control, shall be liable to be treated as absent from duty for the period of such absence.

(b) If, however, a workman is absent from the premises of the establishment during hours of his duty without proper permission, he shall be treated as absent for the whole day in case the absence commences before the recess period and for half day in case it commences after the recess period. Such a workman shall be liable for deduction in his wages in accordance with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder, provided further that this will be without prejudice to any disciplinary action which may be taken against him. Provided further that if ten or more workmen acting in concert absent themselves without giving 15 days notice in writing and without reasonable cause, the management shall be entitled to deduct up to 8 days wages of the workmen as per section 9(2) of the Payment of Wages Act, 1936.

(c) A workman shall be deemed to be absent, if he fails to attend to his duty, unless he has obtained prior permission for such absence from the competent authority and in case of unforeseen circumstances made an application to this effect within 24 hours of the commencement of the absence.

13. *Payment of Wages.*—(1) All workmen shall be paid wages on a working day before the expiry of the seventh day of the wage period in respect of which the wages are payable if the number of workmen employed by establishment does not exceed one thousand and before the expiry of the tenth of the day of such wages period in all other cases.

(2) Any wages due to a workman, but not paid on the usual pay day on account of their having remained unclaimed shall be paid on unclaimed wages pay day, which day shall be notified on the notice-board in English and Hindi and shall be notified before the twentieth day from the expiry of the wage period.

(3) Unclaimed wages of a deceased workman shall be paid to his legal nominee or legal heir before the expiry of the third working day on which a substantiated claim is presented by his nominee or heir or on his behalf by a legal representative, provided such a claim is submitted within three years of the death of the workman. For this purpose a claim shall be considered to be substantiated, if it is certified by any Gazetted Officer or a Municipal Commissioner, M.L.A. or a Sarpanch of the village of the deceased workman or of his heir. However, where a deceased workman has already declared his nominee under the Provident Funds Act, he will be considered as rightful claimant and heir for the unclaimed wages, made thereunder.

(4) Where the employment of any workman is terminated which term shall include resignation, the wages earned by him and his other dues payable by the management shall be paid before the expiry of the second working day from the day on which he ceases to be in the employment of the establishment, provided the workman has handed over the possession of the quarter, tools, furniture and all other property of the Company entrusted to him.

14. *National and Festival Holidays and Casual and Sick Leave.*—National and Festival Holidays, casual and such leave shall be granted to all workmen in accordance with the provisions of the Punjab Industrial Establishment (National and Festival Holidays and Casual and Sick leave) Act, 1965, and the rules made thereunder or in accordance with any settlement, agreement or award, whichever is more beneficial to the workmen.

15. *Maternity Benefit Leave.*—Maternity benefit leave shall be allowed as provided in the Maternity Benefit Act, 1961, and the Employees State Insurance Act, 1948.

16. *Privilege or earned leave.*—Leave with wages shall be allowed to all workmen in accordance with Chapter VIII of the Factories Act, 1948. A workman, who desires to avail of his leave due under the Factories Act otherwise than in accordance with the scheme approved by the Chief Inspector of Factories under section 79(8) and (9) shall apply to the Manager for it in the manner prescribed below :—

- (1) An application shall be made in writing to the Manager or the person authorised and notified for the purpose stating clearly the date from which the leave is required, reasons warranting the grant of such leave and the duration for which it is required, giving the address, for communication during the period of leave and shall be submitted to the Officer notified for the purpose or the Manager, at least 15 days in advance, if the leave is for a duration longer than three days and two days in advance if the duration applied for is less than three days, except when it is on medical grounds, death or serious illness in the family, accident or fire in the personal house or any such natural catastrophe in which case the application may be made the same day. Orders on the leave application shall be passed without delay and always before the leave applied for is to commence or within twenty-four hours of the receipt of the application in case it is received on the same day under the circumstances mentioned above and shall be communicated to the workman and in alternative it shall be presumed that the leave applied for has been sanctioned to the workman.
- (2) If the leave applied for is granted, a leave pass shall be issued to the workman. If it is refused, fact of such refusal shall be communicated to the workman before the leave applied for is to commence.
- (3) In the event of a workman desiring extension of the originally sanctioned leave or a subsequently extended and sanctioned leave, he shall make an application in writing to the Manager specifically stating the reasons warranting such an extension and shall submit it sufficiently in advance of the expiry of the leave allowed. The Manager or any other authorised person on his behalf shall as soon as possible on receipt of such application inform the workman on the address given by the applicant whether the extension applied for has been sanctioned or refused. Reply shall be sent without delay under certificate of posting. If the workman desires a telegraphic reply by the management he shall send a reply-paid telegram.
- (4) If the workman remains absent without sanctioned leave or beyond the period of leave originally granted or subsequently extended he shall lose his lien on his appointment unless (a) he returns within 8 days of the commencement of the absence or the expiry of the leave and (b) explains to the satisfaction of the Manager the reason of his absence or his inability to return on the expiry of the leave as the case may be. In case he loses his lien on his appointment, he shall be entitled to be kept on the Badli List where there is Badli system.

17. *Termination of employment and resignation.*—(1) Where it becomes necessary to terminate the services of a permanent workman due to reasons to be recorded in writing, such reasons being reasons other than misconduct, retrenchment or close down, such as his being declared by the Government as a traitor or a person likely to jeopardise the safety of the establishment, and subject to the provisions of the Employees State Insurance Act and Workmen's Compensation Act of a workman who develops serious defect in the eye-sight or hearing or mental deficiency, one month's notice in writing shall be given by the management or salary in lieu thereof to the workman concerned.

(2) No notice shall be necessary for the termination of the services of any other class of employees. The above provisions shall not, however, absolve the management of their obligation to abide by the provisions of the Industrial Disputes Act, 1947, or any other law for the time being in force for the termination of services by way of retrenchment.

(3) If a permanent workman intends to leave the service of the establishment, he shall give one month's notice of his intention to do so in writing to the management or may, if he wants to be relieved earlier, surrender in lieu thereof wages equivalent to the days for which the notice falls short of one month. But if the exigencies of the work so required, the management may refuse to relieve him earlier than the entire period of notice has run out.

(4) A workman may be retired on completing 60 years of age.

18. *Stopping of Annual increments.*—Unless there is an order stopping the annual increment of a workman and if no orders are passed withholding such increment within one month of the completion of each year of service in the cadre, the workman shall be deemed to have earned that increment and shall be entitled to its grant with arrears of payment.

19. *Complaints and Grievances Procedure.*—Any workman having a cause for complaint about his work or working conditions shall have a right to present his case for investigation and consideration within two days of the arising of the cause. The procedure for its redress shall be as follows :—

*Stage I.*—A workman desiring to raise any question in which he is directly concerned shall in the first instance discuss it with his immediate supervisor or his sectional head.

*Stage II.*—Failing a satisfactory solution of his problems by his immediate supervisor or his sectional head as the case may be within three days the workman may request the consolidation of his case by the Grievance Committee which shall be constituted as under :—

#### GRIEVANCE COMMITTEE

(a) Two members to be nominated by the management.

(b) Two representatives of the workmen to be nominated by the workmen.

(c) The Manager or any other Officer of the establishment notified in this behalf shall be the Chairman of this Committee, who will not vote in case of a division. The decision of the Grievance Committee shall be final and binding upon the parties.

20. *Disciplinary action of misconduct.*—The following acts and omissions shall be regarded as acts of misconduct :—

*Note.*—This list is illustrative and not exhaustive.

- (a) Wilful insubordination or disobedience whether alone or in combination with others, to any lawful or reasonable orders of a superior.
- (b) Theft, fraud or dishonesty in connection with the employers' business or property or co-workers property.
- (c) Wilful damage to or loss of employers property.
- (d) Taking or giving bribes or illegal gratification.
- (e) Habitual absence without leave for more than 8 days.
- (f) Habitual breach of any law applicable to the establishment.
- (g) Habitual late attendance.
- (h) Riotous or disorderly behaviour.
- (i) Gross negligence or habitual neglect of work.
- (j) Habitual repetition of any act or omission for which a fine may be imposed.
- (k) Striking work or inciting others to strike work.
- (l) Smoking in places where smoking is prohibited by a notice duly displayed.
- (m) Sleeping while on duty.
- (n) Wilful and deliberate slowing down of work or inciting others to slow down.
- (o) Conviction by a Court of law for an offence involving moral turpitude.
- (p) Threatening, intimidating, abusing or assaulting any superior or a co-worker in connection with the employers business.
- (q) Preaching of or inciting violence.
- (r) Borrowing from a subordinate.
- (s) Wilful tampering with any safety devices installed in the establishment.
- (t) Drunkenness or intoxication while on duty.

- (u) Refusal to undergo training in First-aid and Air-raid precautions without cogent reasons.
- (v) Distribution of pamphlets and holding of meetings in the premises without permission.
- (w) Any other act subversive of discipline.

2. The services of a workman shall not be terminated on the ground of misconduct, unless he has been adjusted guilty of misconduct after a domestic enquiry held in the manner prescribed below :—

(a) Where a disciplinary proceedings against a workman is contemplated or is pending or where criminal proceedings against him in respect of any offence are under investigation or trial and the employer is satisfied that it is necessary or desirable to place the workman under suspension, he may, by order in writing suspend him with effect from such date as may be specified in the order. A charge-sheet shall also be served on the workman within a week from the date of suspension setting out the details of the alleged misconduct and shall contain the name of the Enquiry Officer and the place where the enquiry shall be held. The workman shall be given an opportunity for explaining the circumstances alleged against him. Such a workman may be assisted by another co-worker of the choice of the workman. If the workman refuses to accept the charge-sheet in the presence of another workman, it shall be pasted on the notice board and shall be deemed to have been served on him. If the workman fails to present himself at the proper place before the Enquiry Officer to participate in the enquiry, the shall be proceeded *ex-parte*

(b) A workman who is placed under suspension under clause (a) shall during the period of such suspension be paid a subsistence allowance at the following rates, namely :—

(i) Where the enquiry contemplated or pending is departmental the subsistence allowance shall for the first 60 days from the date of suspension be equal to half of the wages to which the workmen would have been entitled if he were on leave with wages. If the Departmental enquiry gets prolonged and if the workman continued to be suspended for a period exceeding 60 days the subsistence allowance shall for such period be equal to 3/4th of such wages

Provided that where such enquiry is prolonged beyond the period of sixty days for reasons directly attributable to the workman the subsistence allowance shall, for the period exceeding sixty days, reduced to 1/4th of such wages.

(ii) Where the enquiry is by an outside agency where criminal proceedings against the workman are under the investigation or trial the subsistence allowance shall for the first 180 days from the date of suspension be equal to half of his wages which the workman would have been entitled to if he were on leave. If such enquiry or criminal proceedings get prolonged and the workman continues to be under suspension for a period exceeding 180 days, the subsistence allowance shall for such period be equal to 3/4th of such wages

Provided that where such enquiry or criminal proceedings is prolonged beyond the period of 180 days for reasons directly attributable to the workman, the subsistence allowance shall for the period exceeding 180 days be reduced to 1/4th of such wages.

(c) If on the conclusion of the enquiry of the criminal proceedings, the workman has been found guilty of the charges framed against him and it is considered, that an order of dismissal or suspension or fine or stoppage of annual increment or reduction in rank would meet the ends of justice, the employer shall pass an order accordingly :

Provided that when an order of dismissal is passed under this clause, the workman shall be deemed to have been absent from duty during the period of suspension and shall not be entitled to any remuneration for such period and the subsistence allowance already paid to him shall not be recovered.

(d) If a workman is found guilty under clause (c) above and it is considered by the Management that the period of suspension up to the conclusion of the enquiry was sufficient punishment, orders shall be passed to reinstate the workman and treating the period of suspension as punishment without any further payment for the period excepting the suspension allowance admissible.

(f) The payment of subsistence allowance under this Standing Order shall be subject to the workman concerned not taking up any employment during the period of suspension.

(g) In awarding punishment under this Standing Order, the Management shall take into account the gravity of the misconduct, the previous record, if any, of the workman and any other extenuating or aggravating circumstances that may exist.

(h) The orders passed by the manager shall be communicated to the workman concerned.



21 *Certificate of termination of service.*—Every workman shall be entitled to a Service Certificate at the time of his termination, discharge, dismissal or retirement from the service.

22 *Liability of the Manager.*—The Manager of the establishment shall be held personally responsible for the proper and faithful observance of these Standing Orders

23 *Exhibition of Standing Orders.*—(1) A copy of these Standing Orders in English and Hindi shall be pasted at the Manager's Office as well as on a notice board maintained at or near the main entrance of the establishment marked 'Standing Orders' and shall be kept in a legible condition.

(2) In case of any conflict in the meaning of the Standing Orders in English or Hindi language, the English text shall be taken to be authentic

The 15th July, 1972

No. 7751-4Lab-72/30428.—In pursuance of the provisions of section 17 of the Industrial Disputes Act 1947 (Act No XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak, in respect of the dispute between the workmen and the management of M/s Hindustan Machine Tools Limited, Pinjore (Ambala)

BEFORE SHRI P.N. THUKRAL, PRESIDING OFFICER, LABOUR COURT HARYANA,  
ROHTAK

Reference No. 1 of 1972

between

SHRI Y.P. ARORA AND THE MANAGEMENT OF M/S HINDUSTAN MACHINE TOOLS  
LIMITED, PINJORE (AMBALA)

Present—

Shri Y.P. Arora applicant in person  
Memo for the management

#### AWARD

Dr. Y.P. Arora was working as a Medical Officer in M/s Hindustan Machine Tools Limited, Pinjore (Ambala). The management terminated his services without disclosing the true cause for this action. This gave rise to an industrial dispute and the Governor of Haryana in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 was pleased to refer the following dispute to this court for adjudication,—vide Haryana Government Gazette Notification No.ID/Amb/65-1-71/40381, dated 13th December, 1971 :—

“whether the termination of services of Shri Y.P. Arora was justified and in order ? If not; to what relief is he entitled?”

On receipt of the reference usual notice was issued to the parties for 17th April, 1972. On the date fixed the applicant Dr Y.P. Arora was present in person and Shri Bhagirath Das Advocate appeared on behalf of the management. He filed a written statement in which the only objection taken was that Dr Y.P. Arora was employed in the company's managerial/supervisory cadre having the powers of assigning duties of distribution of work and he had a supervisory role in the organisational set up, and, therefore, he could not be considered as a workman. It was prayed that this question should be decided first because this objection would go to the root of the jurisdiction of the court to adjudicate upon the dispute and the management reserved their right to submit the written statement on merits, if the question of jurisdiction is decided in favour of the applicant.

It was pointed out to the learned representative of the management that legally it is not permissible to file an incomplete written statement. The learned representative then undertook to file a complete written statement within there or four days. The case was, therefore, adjourned to 1st May, 1972 for filing of the complete written statement with an advance copy to the applicant who was directed to file his replication on 1st May, 1972. Naturally the object was to frame issues which should arise from the pleadings of the parties, on 1st May, 1972. On the date fixed Dr. Y.P. Arora was present in person but nobody appeared on behalf of the management nor any written statement as promised by the learned representative of the management was received. There was, therefore, no option but to give an adjournment to the applicant to produce his evidence, and the case was adjourned to 8th June 1972 for this purpose. It was also ordered that the management be informed of this date. In the meantime, the management submitted their complete written statement by post which is dated 5th May, 1972 and was received on 15th May, 1972. On 8th June, 1972 Dr. Y.P. Arora was present but nobody appeared on behalf of the management. Only a telegraphic request was received for adjournment on the ground that the counsel for the management was not available. Nobody was deputed to appear in the court to request for an adjournment. A telegraphic request for adjournment on the ground mentioned could not be considered to be in order. In the interest of justice, however, no notice of this irregularity was taken because the management had submitted their complete written statement in compliance with the orders of the court. The following issues which arose from the pleadings of the parties were framed :—

(1) Whether the applicant Dr Y. P. Arora is not a workman ?

(2) Whether the termination of services of Shri Y.P. Arora was justified and in order ? If not, to what relief is he entitled ?